

# GENERAL FACT SHEET

02R-136

BILL NUMBER

## BRIEF TITLE

Resolution to approve  
a contract with UNL for  
water and wastewater  
testing.

## APPROVAL DEADLINE

## REASON

## DETAILS

## POSITIONS/RECOMMENDATIONS

<p>The City wishes to enter into a 4-year agreement with the University of Nebraska-Lincoln for water and waste water testing. This is a renewal of a 4-year agreement which expires on June 30, 2002. Projected costs are \$206,600, based on the number of past samples analyzed, which may increase to meet population based monitoring requirements.</p>	Sponsor	Public Works/Utilities
	Program Departments, or Groups Affected	All automated departments Water and Wastewater Divisions
	Applicants/Proponents	Applicant Public Works/Utilities  City Department  Other
	Opponents	Groups or Individuals Unknown  Basis of Opposition
<p>Discussion (Including Relationship to other Council Actions)</p>	Staff Recommendations	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against
	Board or Commission Recommendation	BY <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For with revisions or conditions (See Details column for conditions)
	CITY COUNCIL ACTIONS (For Council Use Only)	<input type="checkbox"/> Pass <input type="checkbox"/> Pass (As Amended) <input type="checkbox"/> Council Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not Pass

### POLICY/PROGRAM IMPACT

	POLICY OR PROGRAM CHANGE	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES _____ _____	
	OPERATIONAL IMPACT ASSESSMENT	_____ _____ _____	
	FINANCES		
	COST AND REVENUE PROJECTIONS	COST of total project: \$ COST of this Ordinance/ Resolution \$	
		RELATED annual operating Costs \$	
		INCREASE REVENUE EXPECTED/YEAR \$	
	SOURCE OF FUNDS	CITY [Approximately] <u>Water Revenue \$ 144,620 %70</u> <u>Sanitary \$ %</u> <u>Sewer Revenue \$ 61,980 %30</u>  NON CITY [Approximately] \$ % \$ % \$ %	
	BENEFIT COST		
	<input type="checkbox"/> Front Foot	Average Assessment	
	<input type="checkbox"/> Square Foot	\$ _____	\$ _____

APPLICABLE DATES:

FACT SHEET PREPARED BY: John Mirlovsky - Superintendent of Water Production  
Lincoln Water System

REVIEW BY: *Steve Mott*

REFERENCE NUMBER

## ATTACHMENT "A"

### WATER TESTING AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereafter called the City, and THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, University of Nebraska-Lincoln, School of Biological Sciences, a public corporation and agency of the State of Nebraska, hereafter called the University, for the testing of water by the University of Nebraska-Lincoln School of Biological Sciences.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

#### I. TERM

The term of this Agreement shall be from July 1, 2002, to June 30, 2006.

#### II. SCOPE OF SERVICES TO BE PROVIDED BY UNIVERSITY

The University agrees to perform laboratory tests on water samples supplied by the City to the University's School of Biological Sciences. Such laboratory tests will measure the presence of total coliform and *Escherichia coli* bacteria in the water samples supplied. The City will deliver water samples to the University and the City shall assume sole responsibility for procedures used in collecting the water samples.

The University will perform such laboratory tests according to standards established by the United States Environmental Protection Agency (EPA) and the State of Nebraska Department of Health and Human Services Regulation and Licensure, as a water testing laboratory during the entire term of this Agreement. The city will supply reporting forms to the University for the purpose of recording test procedures and results.

### III. ADMINISTRATORS OF AGREEMENT

The City appoints Jerome Obrist as its representative for drinking water samples and Gary Brandt as its representative for waste water samples to administer this Agreement. The University appoints Dr. Paul Blum to administer this Agreement. All notices and correspondence under this Agreement shall be directed to these administrators.

### IV. PERSONNEL

The University agrees to assign Dr. Paul Blum as the supervisor of the test work. The University further agrees to follow EPA guidelines for personnel qualifications for the performance of these tests. The City may at any time examine the qualifications of persons performing the test work. The University will notify the City immediately of any changes in personnel performing the test work.

### V. COMPENSATION

Pursuant to this Agreement the City shall pay the University for the testing of drinking water samples at a rate of \$11.86 per sample in the first year, \$12.28 in the second year, \$12.84 in the third year, \$13.23 in the fourth year. Water samples will include compliance samples and noncompliance samples. There are approximately 2,500 drinking water compliance samples per year, however, sample number may increase during the period of the Agreement to meet population-based increased monitoring requirements. Increased sample number will be accommodated by the University at the per sample rate in effect at that time. There are a variable number of noncompliance samples per year ranging between 15 and 20% of the compliance sample number. The University will test these samples at the rate in effect at that time.

The City shall pay the University for the testing of waste water samples delivered on weekdays at a rate of \$13.57 per sample in the first year, \$14.04 in the second year, \$14.53 in the third year, and \$14.97 in the fourth year. The City shall pay the University for the testing of waste water samples delivered on weekends at a rate of \$27.14 per sample in the first year, \$28.09 in the second year, \$29.07 in the third year, and \$29.94 in the fourth year. Sludge injection site samples will be tested at the same rate as waste water samples. Waste water solid samples will be tested at the rate of \$113.09 per sample in the first year, \$117.05 in the second year, \$121.15 in the third year, and \$124.78 in the fourth year.

The City shall pay the University an overhead rate on all compensation of 10% in accordance with other current agreements between these parties. The sums stated shall be the full compensation due to the University for testing services performed by it, including materials, labor, and overhead. In the event of termination of this Agreement before June 30, 2006, the City will pay the University on a monthly prorated basis for drinking water testing and the waste water testing based on the number of samples tested for each month after July 1, 2002, that the City actually had water tested under this Agreement. The basic fee for drinking water testing and the basic fee for waste water testing shall be billed separately by the University and paid to the University on a quarterly basis on the dates of October 1, January 1, April 1, and July 1 of each calendar year. The University shall be obligated to refund money to the City according to the prorated formula in the event of termination before June 30, 2006, and because compensation was provided to the University prior to the performance of services.

## VI. TERMINATION

This Agreement may be terminated at any time by either party for any reason 30 days after giving written notice of termination to the other party. In no event will this Agreement continue past June 30, 2006.

## VII. LIMITATION ON SCOPE OF SERVICE PROVIDED BY UNIVERSITY

The University represents that the full extent of its services under this Agreement is limited to identification of the presence of total coliforms and *E. Coli* in water samples provided by the City. The University does not represent that it interprets the health effects or hazards the number of coliforms pose to drinking water, nor is it obligated by this Agreement to provide such interpretation. The University is not an insurer of the safety of the City's drinking water. The University does represent that it will follow State of Nebraska Department of Health and Human Services Regulation and Licensure testing standards. The University shall notify Lincoln Water System immediately of any positive total coliform and/or positive *E. Coli* samples.

## VIII. INDEPENDENT CONTRACTOR

At all times the University shall be deemed an independent contractor. Testing personnel of the University shall not be deemed employees of the City.

## IX. INDEMNIFICATION

The City agrees to indemnify and hold the University harmless from any and all liability arising out of water testing pursuant to this Agreement and the City will add the University as an

additional insured to the City's general liability insurance. This does not require the City to indemnify or hold harmless the University for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the University.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates indicated below.

ATTEST:


CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Don Wesely, Mayor

\_\_\_\_\_  
Date

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA,  
University of Nebraska-Lincoln

  
\_\_\_\_\_  
Scott Lewis, Associate Vice Chancellor  
for Business and Finance

5/17/02  
\_\_\_\_\_  
Date

